The necessity for a delivery in cases of gifts *mortis causa* has been productive of much trouble for the courts. The ease with which such gifts, unlimited in amount, may be established, has caused the courts to look upon them with disfavor, and has resulted in many of them adhering to the rule laid down in the early case of *Ward* v. *Turner,* 2 Ves. Sr. 431, requiring actual delivery of the thing itself, if capable of delivery, and some symbolical act equivalent to such delivery in case the subject of the gift was incapable of manual tradition. *Drew* v. *Hagerty,* 81 Me. 231, 17 Atl. 63, 3 L. R. A. 230; *Keepers* v. *Fidelity Title, etc. Co.,* 56 N. J. Law 302, 28 Atl. 585, 23 L. R. A. 184; *Apache State Bank* v. *Daniels,* 32 Okla. 121, 121 Pac. 237, Ann. Cas. 1914A, 520. As the court in *Hatch* v. *Atkinson,* 56 Me. 324, puts it, "It is far better that occasionally a gift of this kind should fail than that the rules of law be so relaxed as to encourage fraud and perjury." Other courts, acting on the principle that the law favors the disposition of property by the owner before death, hold that the donor's intention, when clearly ascertained, is not to be thwarted by a narrow and illiberal construction of what may have been intended for and deemed by him sufficient delivery. *Ellis* v. *Secor,* 31 Mich. 185, 18 Am. Rep. 178; *Teague* v. *Abbot,* 51 Ind. App. 604, 100 N. E. 27; *Waite* v. *Grubbe,* 43 Ore. 406, 73 Pac. 206, 99 Am. St. Rep. 764. Most of the cases along this line, however, contain some element of symbolical delivery, as the handing over of a key, or, as in *Teague* v. *Abbot,* the delivery of the combination of a safe, and are not precisely in point as far as the instant case is concerned. In *Waite* v. *Grubbe, supra,* on which the court in the present case relies considerably, a gift *causa mortis* of buried money by the donor to his daughter was sustained by her acceptance at the time her father showed her the location of the money, and her acquisition after her father's death, the intent of the donor answering for the act of delivery. An examination of the cases cited in support of that holding reveals only one, or two at the most, in which the court was called upon to decide that the donor's intent plus acceptance and possession by the donee would dispense with the act of delivery. In *Fletcher* v. *Fletcher,* 55 Vt. 325, the donor announced in the presence of his family that he gave his carriage to his daughter. She subsequently took possession and used the vehicle, and this was held sufficient to sustain the gift. That case was not, however, a case of a gift *causa mortis,* but one *inter vivos.* It rather looks as though the courts have gone to unwarranted lengths in seeking to carry out the donor's intentions.

LANDLORD AND TENANT—COVENANTS RUNNING WITH THE LAND.—Plaintiff leased a creamery to X, who covenanted that he would operate the same as an "independent" creamery. X assigned the term to defendant who operated the creamery in combination with others, and plaintiff sued for damages. *Held,* that the covenant ran with the land and bound defendant. *First Nat'l Bank* v. *Klock Produce Co.* (Ore. 1917), 166 Pac. 955.

The decision in this case is in accord with the authorities, which hold that, there being the requisite privity of estate, a covenant in a lease that restricts or abridges some of the rights, privileges, or powers of the cove-

nantor as owner of the estate, will bind his assignee. It is wholly unnecessary to inquire in the case whether or not the motive of the lessor in inserting in the lease this covenant was personal and independent of his ownership of the reversionary estate, inasmuch as the question here is not whether the benefit would have run had he assigned the reversion. According to what seems to be the better rule, a covenant will run with the land if it is an inseparable limitation on that land; and if the lessor chooses to part with the land subject only to a restriction as to its use, his motive in creating that restriction should make no difference in an action against the assignee of the covenantor. 12 MICH. L. REV. 639. In the English cases where the lessee of a "tied house," covenants to buy his beers and ales only of his lessor, it has been held that such covenant binds the assignee of the lessee. *Clegg* v. *Hands,* 44 Ch. D. 503; *White* v. *Southend Hotel Co.* (1897), 1 Ch. 767. A covenant of this nature affects the estate,—or in the formula of *Spencer's Case,* "touches or concerns the thing demised"—only in the method of operating the business. In this respect such a covenant is similar to that of the principal case. In *Congleton* v. *Pattison,* 10 East 130, where the lessee of a mill covenanted to employ only such persons as could give the lessor a certificate of settlement, it was held that such a covenant did not run with the land. The logic of this case has been questioned by respectable authority, it being contended that "a covenant not to employ a particular class of laborers is a limitation upon the privileges of the lessee, as such, just as much as a covenant not to make or sell a particular article." 12 MICH. L. REV. 639, quoted *supra.* A covenant in a lease of a paper mill that the lessee would not make a certain kind of paper which the lessee was engaged in manufacturing elsewhere was held to bind the asignee of the lessee. *American Strawboard Co.* v. *Haldeman Paper Co.,* 83 Fed. 619 (1897); and a covenant by a lessee that if he sold liquor on the premises the business should be conducted strictly according to law was similarly passed upon. *Crowe* v. *Riley,* 63 Oh. St. 1. In the instant case when the lessee acquired the premises he acquired certain rights and privileges, one of which, had he not covenanted as he did, being the right to run the business independently or in combination. But he accepted the premises restricted by a covenant limiting this right, and such covenant was properly held to run with the land.

LANDLORD AND TENANT—IMPLIED COVENANT OF FITNESS OF TENANT.—Action for breach of warranty, for fraudulent representation and concealment. Defendant engaged furnished rooms of the plaintiff for herself and her father, who was then afflicted with leprosy. Three months later the defendant's father died. As a result of the occupation the rooms were infected with leprosy to the plaintiff's damage. At the time defendant engaged the rooms, she had no knowledge that her father suffered with the disease. *Held,* Plaintiff could not recover. *Humphreys* v. *Miller* (1917), 2 K. B. 122.

The plaintiff, in the instant case, contended that there is an implied covenant that the tenant is a fit and proper person, and free from infectious disease. The court, without giving any reasons, flatly refused to recognize this contention. There seems to be no decision by any court of last resort that